

Deed of Trust from the "Hoverton Manufacturing Company" of Maryland, dated 20<sup>th</sup> April 1803, a copy of which advertisement (marked 5<sup>o</sup>) your Orator now here exhibits. ~

And your Orator charges and insists that the said advertisement for an Estate of such merit and extent, and that so interest peculiar and enterprising class not only in Maryland, but in other States or the Union, is inadequate in its description and detail and that no sale, on such a notice affecting to draw attention of purchasers, can be sanctioned by a Court of Equity, or be by such Court allowed to be made by any Trustee, Judicial or Conventional. ~

And your Orator further charges that said advertisement is faulty and fatally objectionable, because it does not specify the Lots, into which as your Orator has averred the Real Estate of the Trust has by the Company been parcelled; And in another respect departs from that imperative and controlling requirement of the Trust, in offering the property in whole, or in Lots to suit "purchasers" and not agreeably to the Company's parceling, and, so, not only disobeying the injunctions of the Trust-Power as to mode of sale, but also extent of sale, since only such quantity of the Property may under the trust be sold as shall be needed, to pay the Claims, legitimate and ascertainable within the purview of the Trust. ~

And in further Admiration upon said advertisement, your Orator charges that the advertisement does not specify as it duly should, what are the terms of payment of purchase money, a very important portion of it being left indeterminate and suspended on the discretion of the President and Directors of the Company. ~

And your Orator insists and claims that for all these flagrant imperfections of the said advertisement of sale, and for any one of them the said attempted sale is irregular, and the procedure ineptable, and ought to be arrested.

And further in respect to said Advertisement your Orator charges and insists that, treating the said Trustee as effectively a Mortgagee, since as a Bondholder he is advertising for his own benefit his own security, the notice of sale by said advertisement is of too short a period, being less than two months; when under the Act of Assembly referred to (1825 Ch 203) no Party, in sight of said Trustee, advertising a sale for his own payment, can effect such sale without notice for six months. ~

But your Orator relies, apart from all consideration of said incomplete and unavailing advertisement and notice of sale, upon the inherent infirmity of the pretensions of the Trustee to sell without express and prior adjudication and sanction of a Court of Equity, in reference to which insufficiency of power in said Trustee, your Orator further charging the invalidity of said Trustee's proceeding, occurs to his allegation that no account, or appropriation is shown by the Trustee (as late President or otherwise) or by the Company to have been made, and that none has ever been made as your Orator confidently believes.

And your Orator furthermore states and charges that the said Corporation has Assets apart from its Real Estate in Lots Water Power and Mill and Manufacturing sites, personal to a great extent, and in the personality large enough as your Orator believes, to satisfy the full amount of Seven thousand Dollars for the extreme issue of the said Bonds, if to that extent there has been such an issue, that may claim the benefit of the Trust. ~

And your Orator states as one item of such personal effects, that the Corporation should avail of for paying any such Bond Claims, a Claim for Four Thousand Dollars on a Bond (satisfaction of which your Orator well believes may be used or enforced) payable by The Anderson Steel and Manufacturing Company of Hoverton. ~

And your Orator insists with it will operate a fraud upon the rights of the